

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JA APPAREL CORP.,

Plaintiff,

-against-

JOSEPH ABOUD, HOUNDSTOOTH CORP., and  
HERRINGBONE CREATIVE SERVICES, INC.,

Defendants.

JOSEPH ABOUD, HOUNDSTOOTH CORP., and  
HERRINGBONE CREATIVE SERVICES, INC.,

Counterclaim Plaintiffs,

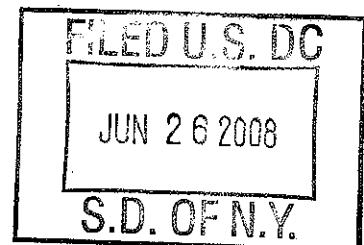
-against-

JA APPAREL CORP. and MARTIN STAFF,

Counterclaim Defendants.

Civil Action No. 07 CV 07787  
(DAB) (THK)

**NOTICE OF APPEAL**



PLEASE TAKE NOTICE that the Defendants and Counterclaim Plaintiffs in the above-referenced action, Joseph Abboud ("Abboud"), Houndstooth Corp., and Herringbone Creative Services, Inc., hereby appeal to The United States Court of Appeals for the Second Circuit from the Decision and Order of the District Court, dated June 5, 2008, and from the judgment of the District Court entered on June 6, 2008:

- (a) Determining that, under the parties' June 16, 2000 Purchase and Sale Agreement, Abboud sold, and Plaintiff JA Apparel Corp. purchased, all rights that exist in the words "Joseph Abboud," or anything similar to or derivative thereof, either alone or in conjunction with other words or symbols, for any and all products and services;
- (b) Determining that Defendants and Counterclaim Plaintiffs' proposed use of

Abboud's personal name in connection with his new "jaz" clothing line would constitute (i) a breach of the Purchase and Sale Agreement; and (ii) trademark infringement under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1);

(c) Ordering that Defendants and Counterclaim Plaintiffs be permanently enjoined and restricted from using Abboud's personal name to sell, market, or otherwise promote, goods, products, and services to the consuming public;

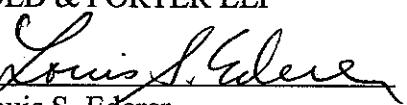
(d) Determining that Defendants and Counterclaim Plaintiffs engaged in activities during the Restricted Period set forth in the parties' Side Letter Agreement dated July 13, 2000 which constituted breaches of that agreement's non-competition provision;

(e) Dismissing Defendants and Counterclaim Plaintiffs' counterclaims for (i) the right of publicity, false designation of origin and false advertising under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); (ii) the right of publicity under N.Y. Civil Rights Law §§ 50-51; (iii) false and deceptive trade practices under N.Y. Gen. Bus. Law § 349; and (iv) unfair competition under the common law.

Dated: June 25, 2008  
New York, New York

Respectfully submitted,

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